

BILL NO. S-76-10- 16

SPECIAL ORDINANCE NO. S-188-76

AN ORDINANCE approving a contract with Continental Construction Co., Inc., for Improvement Resolution No. 5721-1976.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 22, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Continental Construction Co., Inc., for:

Improvement Resolution No. 5721-1976: to improve by reconstruction of sidewalks and curbing, construction of a mall area, improving drainage and sodding Summit Street from the east property line of Cedar Street to the west property line of McCulloch

for a total cost of \$19,019.50, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY.

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 10-12-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 10-26-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. S 18876 on the 26th day of Oct., 1976.

ATTEST: ( SEAL )

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 27th day of October, 1976, at the hour of 6:00 o'clock \_\_\_\_\_, E.S.T.

Robert Elmhurst  
MAYOR

Bill No. S-76-10-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with Continental Construction Co., Inc., for Improvement  
Resolution No. 5721-1976

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

*Paul M. Burns*  
*DJ Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*William T. Hinga*

10-26-76  
DATE \_\_\_\_\_ CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

community development & planning

20 August 1976

The Common Council  
Fort Wayne, IN

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract to Continental Construction in the amount of \$19,019.50 to construct the Summit Street development project in the East Central Community Development impact area. This project entails construction of sidewalks, curbs and a plaza area in front of the tot lot now underway.

Due to the fact that there has been some delay in getting the project started and that we wish to accomplish the project in this construction season, along with other capital improvement projects in East Central's impact area, the Department and all concerned respectfully request a "Prior Approval" to allow Continental Construction to proceed.

An Ordinance for formal approval of the labor contract will be introduced as soon as the contract has been prepared. Continental Construction had indicated they can begin work August 25, 1976, if prior approval is granted.

Attached is a copy of the bid tabulation.

Sincerely,

COMMUNITY DEVELOPMENT AND PLANNING

*C. James Owen*  
C. James Owen, Director

*Robert E. Armstrong*  
Robert E. Armstrong, Mayor

20 August 1976

Page 2

CJO:pb

Attachment:

APPROVED:

Clarence P. Schmitt Q. B. Schmitt Fredrick P. Schmitt  
William T. King James L. Talley \_\_\_\_\_  
John M. King James M. King \_\_\_\_\_

ATTEST:

Charles W. Atterman  
City Clerk



B.O. 52-76

Date August 11, 1976 63-230-10

To STREET ENGINEERING DEPARTMENT

Subject IMP. RES. NO. 5721-1976 - SUMMIT STREET

Attached are six bids for your tabulation and report.

Award will be made on Wednesday, August 18, 1976 at 9:00 a.m.

H. P. WEHREBERG  
E. H. LAMAR  
M. G. SCOTT  
BOARD OF PUBLIC WORKS

AJF

ATTACHED : 6 bids

Signed

Reply: August 16, 1976

NOTED

MAN. DIV.  
EVR  
JUL 16 1976

BOARD OF PUBLIC WORKS

AUG 16 1976

Street Engineering Department has tabulated bids submitted on the Summit Street Project. Brooks Construction submitted the low bid of \$7,402.80. However, Brooks Constr. Co. Inc. has two glaring unit bid errors. The first bid item error in Mr. Brooks' bid is \$1.85 per square yard for Curbside Walk. The Engineer's Estimate and all the other contractors ranged from \$12.60 per square yard to a high of \$24. The second bid item error by Brooks Construction was \$3.00 per square yard for 6" Concrete Wingwalk. All other contractor bids ranged from \$13.50 to a high of \$24.

Street Engineering feels it is quite obvious that Brooks Construction would lose in the neighborhood of \$12,000 if this contract was awarded based upon his unit prices. Therefore, Street Engineering recommends this contract be awarded to Continental Construction for the second lowest and most reasonable bid compared to the Engineer's Estimate.

#19, 019.50

Kenneth D. Saylor prof  
KT/mf  
Encs.

63-239-6 8/12/76  
Howard A. Biggs  
City Engineer

Signed



# CONTRACT

CITY PAID  
SUBJECT TO COUNCILMANIC APPROVAL  
Preliminary Meeting \_\_\_\_\_  
Ratification \_\_\_\_\_

This Agreement, made and entered into this 22 day of September, 1976

by and between \_\_\_\_\_

-----CONTINENTAL CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5721-1976: to improve by reconstruction of sidewalks and curbing,

construction of a mall area, improving drainage and sodding Summit Street from the east property line of Cedar Street to the west property line of McCulloch

by grading and paving the roadway to a width of \_\_\_\_\_ feet wide

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5721-1976 and at the following prices per lineal foot

at the following prices:

Pavement Removal	Four dollars and fifty cents, per square yard	4.50
Curb Removal	Two dollars and no cents, per lineal foot	2.00
Sidewalk Removal	Four dollars and five cents, per square yard	4.05
Curbface Walk (including excavation)	Twelve dollars and sixty cents, per square yard	12.60
Hot Asphalt Concrete Base	Thirty three dollars and no cents, per ton	33.00
Hot Asphalt Concrete Surface, State "B"	Forty four dollars and no cents, per ton	44.00
Sod	Two dollars and seventy five cents, per square yard	2.75
Inlet, Type I-C	Four hundred dollars and no cents, per each	400.00
Pipe, Class IV, 12"	Fifteen dollars and no cents, per lineal foot	15.00
Wingwalk, 6"	Thirteen dollars and fifty cents, per square yard	13.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume 21)



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5721-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before November 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19    until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this\_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

AMERICAN STATES INSURANCE COMPANY

Edward M. Brown  
EDWARD M. BROWN - ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC.

BY: M. J. Neal

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Weinberg  
Edward W. Lamm  
Mayor G. Scott  
Rahab Elumstong  
its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

Tammy J. Brown  
CITY ATTORNEY  
associates

# GUARANTY BOND

Know All Men by These Presents, That we -----

-----CONTINENTAL CONSTRUCTION CO., INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETEEN THOUSAND

NINETEEN DOLLARS AND FIFTY CENTS-----

-----(\$19,019.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct X

~~Pavement~~

XGX

~~XXXXXXXX~~ Res. No. 5721-1976: to improve

by reconstruction of sidewalks and curbing, construction of a mall area,

improving drainage and sodding Summit Street from the east property line of

Cedar Street to the west property line of McCulloch

-----according to certain plans and specifications, and  
for a period of three (3) years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

CONTINENTAL CONSTRUCTION CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

*Edward M. Brown*  
EDWARD M. BROWN - ATTORNEY-IN-FACT

BY: *M. J. O'Neal* (SEAL)

ITS: President (SEAL)

Approved this 22

day of

*September*, 1976

*Henry D. Wehrhans*  
*Edward J. Larson*  
*Tracy G. Scott*  
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

*Wm. J. Brown*  
CITY ATTORNEY

# LIABILITY BOND

Know All Men by These Presents, That we -----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETEEN

THOUSAND NINETEEN DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 19,019.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

Edward M. Brown  
EDWARD M. BROWN - ATTORNEY-IN-FACT

BY: M. D. Neal (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 22 day of September, 1976

Henry P. Wilkerson  
Edward H. LaMar  
Wayne J. Sisk  
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

AUGUST 24, 1976

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

# AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL CONSTRUCTION COMPANY, INC.  
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state  
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are  
held and firmly bound unto CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Obligee, in the amount of NINETEEN THOUSAND NINETEEN AND 50/100  
Dollars (\$ 19,019.50),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated.....entered into  
a contract with Obligee for RES. NO. 5721-1976: TO IMPROVE BY RECONSTRUCTION OF SIDEWALKS  
AND CURBING, CONSTRUCTION OF A MALL AREA, IMPROVING DRAINAGE AND SODDING SUMMIT ST.  
FROM THE EAST PROPERTY LINE OF CEDAR ST. TO THE WEST PROPERTY LINE OF McCULLOCH,  
which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall  
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall  
remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee  
having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the  
performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of  
completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds  
the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the  
aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or  
remedies the default, that portion of the balance of the contract price as may be required to complete the  
contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at  
the times and in the manner as said sums would have been payable to Principal had there been no default  
under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the  
total amount payable by Obligee to Principal under the contract and any amendments thereto, less the  
amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final  
payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the  
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this.....day of.....19.....

CONTINENTAL CONSTRUCTION CO., INC.

Robert O. Thiel (SEAL)  
VICE-PRES. Principal

AMERICAN STATES INSURANCE COMPANY  
Surety

By Edward M. Brown  
EDWARD M. BROWN Attorney-in-Fact

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Continental Construction Co.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-76-10-16*

SYNOPSIS OF ORDINANCE Contract of Continental Construction Co., Inc. in amount of

\$19,019.50 on Improvement Resolution 5721-1976 covers improvements on sidewalks,

curbing, drainage, construction of mall area on Summit Street from Cedar Street

to McCulloch Street. Engineer's estimate is \$20,726.00. Bids were received as

follows:	Brooks Construction Co. -----	\$ 7,402.80
	Continental Const. Co. -----	19,019.50
	L.W. Dailey, Inc. -----	22,140.50
	Carrington & Associates -----	22,787.65
	T-G Excavating -----	29,569.30
	Hipskind Asphalt Corp. -----	32,628.00

Please Note:

The bid of Brooks Construction was allowed to be removed from  
consideration because he erroneously bid certain items on the square foot cost  
instead of the square yard cost specified. The error was recognized by Mr. Brooks  
and the Engineering Department , thus the Board deemed it advisable to release  
Brooks from responsibility. (SEE ATTACHED TABULATION AND RECOMMENDATION)

EFFECT OF PASSAGE Summit Street Improvements on which all costs will be paid  
by Community Development.

EFFECT OF NON-PASSAGE No improvements in this East Central area.  
(PRIOR APPROVAL WAS RECEIVED)

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Community Development  
and Planning - \$19,019.50

ASSIGNED TO COMMITTEE *Public Works*